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C O N F I D E N T I A L SECTION 01 OF 05 KABUL 003460

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DEPT FOR SCA/FO DAS GASTRIGHT, SCA/A  
STATE PASS TO USAID FOR AID/ANE, AID/DCHA/DG  
NSC FOR AHARRIMAN  
OSD FOR SHIVERS  
CENTCOM FOR CG CFC-A. CG CJTF-82 POLAD

E.O. 12958: DECL: 07/10/2017

TAGS: [PREL](#) [MARR](#) [AF](#)

SUBJECT: SPANISH OFFER TO TRAIN AFGHAN ARMY COMPANY

REF: MADRID 1910

Classified By: A/DCM Carol Rodley for reasons 1.5 (B) and (D)

¶1. (U) This is a resend of Kabul 03437. This is a joint Embassy-Combined Security Transition Command Q) Afghanistan message.

¶2. (C) Spanish willingness to support and train the Afghan Army is appreciated. Our concerns here are that Spanish (and other) Allied assistance be provided in a manner that reinforces Q) not undercut Q) the coherence and integrity of the Afghan National Army (ANA) long-term training plan in which the USG has (and will continue to) invested considerable manpower and financial resources. A careful reading of the draft MOU (text in para. 7) provided by the Afghan MOD in response to the original Spanish proposal will show that SpainQ,s objectives in making the offer can be accomplished in a manner that reinforces the overall ANA training plan.

#### Concerns Regarding the Original Spanish Proposal

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¶3. (C) As noted reftel, the original Spanish proposal to the MOD was to train and equip a company-sized ANA unit for deployment in Badghis province, where the Spanish are responsible for security and where their PRT, in the capital Qual-i-Naw, is located. The Spanish offer included the prospect of expanding the unit, and associated facilities, to support a battalion.

¶4. (C) The proposal to train and sponsor a unit as small as a company limited to one area of deployment would be corrosive of our mutual goals in Afghanistan on several counts. It would undercut our training objective to permit the Afghans to field an army that can operate in relatively large formations, i.e., battalions, brigades, etc. on a national scale. Since the Spanish want the company-size unit primarily to protect their PRT, the unit would be unable to deploy as necessary and as determined by the Afghan command

structure, thus undercutting the integrity of ANA command and control. (PRT protection could be accomplished by other means, such as deploying more Spanish troops or hiring a private security contractor.) Given the shaky public support in Spain for the Afghanistan deployment, there was concern that the unit might be left without backing were Spain to withdraw its presence in the near-to-medium term. Finally, we are concerned that other Allies (German, Italy) have indicated that if the Spanish succeed in Q&adoptingQ8 an ANA unit, they will seek to replicate it, thus magnifying the command/control and other challenges to unity of effort in the ANA training program that we see in the concept.

#### A Win-Win Solution

15. (C) The MOD response to the Spanish proposal outlines a way forward that will accomplish Spanish objectives while integrating a new Spanish contribution into the overall ANA training plan. The draft MOU proposes to accept the core Spanish offer to train and equip a company but to supplement it with additional U.S. resources in order to train an entire battalion. Under this proposal, the ANA would get accelerated fielding of a battalion, and Badghis gets the level of security appropriate for the situation there (i.e., a battalion). A careful reading of the draft MOU outlines the following:

-- Facilities (Section 3): By taking up the Spanish offer to provide facilities for a battalion, an ANA battalion can be constituted in Qual-E-Naw instead of a company; furthermore, the Mou proposes to build a Forward Operating Base (FOB), which is temporary, instead of a permanent garrison, which

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meets the needs of the current security situation in Badghis without locking ANA into permanent stationing, and it will be far less expensive for the Spanish to build.

-- Equipping and Sustainment (Section 4.1): Spain commits to equip one company and to pay for its living and operating costs, not to exceed a set cost;

-- Training (Section 4.1): The Spanish commit to providing an ISAF-standard OMLT.

-- Command/Control (Section 4.2): Even though the Spanish-sponsored company will be under operational control of the battalion and subject to ANA and corps requirements for deployment, the Afghans will consider keeping one company at the FOB at all times.

-- Duration (Sections 2 and 4.1): The Spanish would commit to supporting the FOB and the company for five years.

16. (C) We recommend that Embassy Kabul, Embassy Madrid and USNATO engage with Spanish counterparts to persuade them to accept the Afghan draft MOU proposal.

17. (C) Text of the Afghan MOD draft MOU:

Begin Text:

#### MOU FOR SPONSORSHIP OF AN AFGHAN UNIT

The Ministry of Defense of the Kingdom of Spain and the Ministry of Defense of the Islamic Republic of Afghanistan, hereinafter called the Participants, have reached the following agreement in the framework of the United Nations Security Council Resolution 1386 of December 20, 2001, whereby the member states are urged to take part in the International Security Assistance Force (ISAF) and to provide their assistance to help the Provisional Afghan Authority, today the legitimate Government of Afghanistan, to establish and train new Afghan National Security Forces.

Section One. Definitions.

The following definitions shall apply to this memorandum:

- a) Host Participant: The Ministry of Defense of Afghanistan
- b) Sponsoring Participant: The Ministry of Defense of Spain.
- c) Sponsorship: Support that the Spanish Ministry of Defense (sponsor) provides to the Afghan Ministry of Defense (host) in the areas of infrastructure, equipment, advising, training, living, and operations of an Afghan National Army unit.
- d) Sponsored Afghan Military Unit (SAMU): The Afghan National Army company that is covered by the sponsorship activities of this Memorandum of Understanding

## Section Two. Purpose and Scope.

The purpose of this MOU is to define the general conditions that will govern the activities to support the sponsorship of a force of the Afghan National Army in order to support stability, security, and public order in Afghanistan, and particularly in the Province of Badghis, where the Spanish Provincial Reconstruction Task Force is deployed.

The Spanish Ministry of Defense will support the early establishment of a Battalion of the 2d Brigade, 207th Corps, to be based for the near to mid-term in the Province of Badghis and will continue support as described in this Memorandum of Understanding for a period of not less than

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five years.

## Section Three. Concept.

The Spanish Ministry of Defense will fund and build a Forward Operating Base (FOB) in the Province of Badghis of sufficient size for an ANA battalion and associated advisor team (OMLT) to operate from. The ANA will accelerate the fielding of a standard infantry battalion of the 2nd Brigade of the 207th Corps and will base the battalion at this FOB on a mutually agreed upon timescale. This battalion will be equipped and structured as other ANA infantry battalions, and will operate under the command and control of the 207th Corps, functioning normally as part of the ANA, in support of the host nation National Military Strategy. However, the host participant will ensure consideration to retaining at least a company-sized element operating from the FOB in Badghis at all times for as long as this MOU is in effect. The sponsoring participant will provide an Advisor Team (OMLT) for this battalion.

## Section Four. Obligations.

### 4.1. Sponsoring Participant obligations.

- Infrastructure. The sponsoring participant will solely cover the expenditures for construction of an ANA-standard FOB in the Province of Badghis, to include all living, feeding, training, and administrative accommodations, equipment storage and maintenance facilities, and command, control, and communication facilities, sufficient for an infantry battalion of standard ANA structure and associated support elements, including the OMLT. The sponsoring participant will pay costs to maintain the FOB in good operating status, in accordance with force protection standards of the ANA for FOBs, for a minimum of five years.

- Equipment. The sponsoring participant will initially provide ANA standard individual and collective equipment for one full company of the battalion, ensuring standardization of equipment with the rest of the battalion. The sponsoring participant will then provide NATO-standard equipment, which will be fielded along with the rest of the battalion. The sponsoring participant will be responsible for costs of

maintenance and sustainment of the equipment provided for a period of not less than five years from the date of this Memorandum of Understanding.

- Living and Operations Maintenance. The sponsoring participant will pay costs required to maintain the SAMUQ,s living and operating activities up to a maximum monthly limit of Q ,50,000. This includes a pro-rata share of the battalionQ,s food and water, electric power (batteries and generated), and garbage disposal. It also includes fuels and lubricants, medical support from the PRT and costs for medical support provided by other organizations, and transportation provided by the sponsoring participant or contracted transportation.

- Training and Advising. The sponsoring participant will provide an ISAF-standard OMLT with sufficient advisors to support unit training and operations of the battalion while it is based in the Province of Badghis. This OMLT will advise and operate with the battalionQ,s elements wherever it is deployed by the ANA, and will coordinate with CSTC-A for continued development of the battalionQ,s capabilities.

#### 4.2. Host Participant obligations.

- Infrastructure. The host participant will make land available in the Province of Badghis for the sponsoring participant to build a forward operating base. The host

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participant will indemnify the sponsoring participant for any and all claims concerning the land provided.

- Equipment. The host participant, in coordination with CSTC-A, will provide equipment to the battalion, less the SAMU, which will receive its equipment from the sponsoring participant.

- Operations and Maintenance. The host participant, in coordination with CSTC-A, will provide equipment maintenance, sustainment, and other operations and maintenance funding that is not provided by the sponsoring participant as per paragraph 4.1.

- Recruiting and Training. The host participant will recruit all soldiers and officers for the ethnically-balanced battalion and will provide all initial entry and specialty training for the battalion. The host participant will transport soldiers to the unit from the initial entry training centers.

- Soldier Pay. The host participant will be responsible to pay all soldiers and officers of the battalion, in line with ANA pay regulations.

- Command and Control (C2). The SAMU will be under the operational control of its battalion. The battalions will operate in accordance with requirements of the ANA and the 207th Corps Cdr, and the host participant, as the mission situation permits, will pay consideration to keeping one company in the FOB at all times, available to operate within Badghis Province.

- The host participant will exempt the sponsoring participant from all contributions, levies, customs duties, and other internal taxes that may exist in relation to the import and export of products, material properties and equipment, imported or purchased in the host country by or for the Spanish military personnel and the civilian personnel accompanying them, in connection with their official duties stemming from this Memorandum of Understanding.

- The host participant will provide to the sponsoring participant any documentation justifying the use of financial contribution made available by virtue of this Memorandum of Understanding.

#### Section Five. Fund Control and Management.

The funds provided by the host participant shall be maintained and disbursed in accordance with its accountability and financial procedures.

In the event that a third state or international organization wishes to assist in the sponsorship of the SAMU or of the parent battalion, the host participant will first approved of such assistance, in coordination with CSTC-A.

#### Section Six. Jurisdiction and Claims.

The agreements provided in Appendix A of the Military Technical Agreement signed on January 4, 2001, between ISAF and the Interim Administration of Afghanistan shall apply to the personnel of the sponsoring participant.

#### Section Seven. Conflicts.

Any conflict regarding the interpretation or application of this Memorandum of Understanding shall be resolved by mutual agreement between the two participants.

#### Section Eight. Beginning and Duration.

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Enforcement of this Memorandum of Understanding shall begin on the day following signature thereof by both participants.

This Memorandum of Understanding shall remain in effect for five years. On reaching that expiration date, the obligations acquired by both participants shall expire, without detriment to the provisions stipulated for the participants in Section Four. Notwithstanding the above, this Memorandum of Understanding may be extended by mutual agreement between both participants, subject to a written request submitted by either party at least three months in advance.

The sponsoring participant may unilaterally terminate this Memorandum of Understanding before its stipulated term of five years has concluded by written notification thereof three months in advance of termination. In the event of early termination, the sponsoring participant will continue to pay the costs for operations and maintenance of the unit and of the FOB for the remainder of the originally agreed upon five years.

This Memorandum of Understanding may be modified at any time by mutual agreement between both participants.

Two originals are signed, each drawn up in Spanish and Dari, with each of the texts being equally authentic and entitled to full force and effect..

Minister of Defense  
Islamic Republic of Afghanistan

Minister of Defense  
Spain

End Text.  
WOOD